

Official Photo Contest Rules

Vinnytsia “My America Days” Instagram Contest

Contest Sponsors¹

The Vinnytsia “My America Days” Instagram Contest (the “Contest”) is sponsored by the U.S. Department of State, and the United States Embassy in Ukraine and (the “Contest Sponsors”).

Description of Contest Objectives

The purpose of the contest is to identify the best snapshots from the America Days cultural festival in Vinnytsia, Ukraine, increase the visibility of American cultural events in Ukraine, and promote discussion of the U.S.-Ukrainian relationship. (See the “Eligibility” section below to find out who is eligible to be a contestant.)

Platform(s)

Contest entry and administration will take place through the Instagram social media platform. Contest winners may also be announced on Facebook and Twitter; however Instagram, Facebook and Twitter are not partners or sponsors of the contest. Contestants are reminded that, by participating in the contest and uploading content to Instagram, they are bound by Instagram’s Terms of Service and any agreement with Instagram contained therein.

How to Enter

Participants must take an original photo during America Days in Vinnytsia and post it on Instagram with the hashtag #AmDaysUA.

Once a photograph is submitted, it is considered a final submission and may not be modified, edited, or replaced. Individual contestants may submit as many tagged pictures meeting the Contest requirements as they wish, but they may only win for one submission (a single contestant will not be chosen for more than one prize).

Participation in this contest is deemed as acceptance of these Official Contest Rules.

A submission must be an original photograph, digital or analog, taken by the contestant.

The contest commences at 12:00 AM on April 27, 2015 (Kyiv time). Entries may be submitted between 12:00 AM on April 27, 2015 (Kyiv time) and 12:00 AM on May 1, 2015 (Kyiv time).

¹ Throughout the contest rules, the term “sponsors” is used to represent either single or multiple sponsors, where applicable.

Judging begins on May 1, 2015 and ends on May 4, 2015.

Content Requirements

- a. Submissions must not contain obscenity, explicit sexual material, nudity, profanity, graphic violence, calls or incitement to violence, commercial solicitation or commercial promotion. Submissions must conform to local law and must not contain content or images that could be considered abusive, inflammatory, denigrating, or disrespectful to any of the Contest Sponsors, or to any groups, individuals or institutions. Submissions must adhere both in appearance and in fact to the norms of civil discourse. In other words, the content of all submissions must be suitable for a global, public audience.
- b. Submissions must be original content created by the contestant and must not contain any elements that are protected by someone else's copyright or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights (except as expressly permitted below in (d)). Contest Sponsors recognize no allowance for "fair use" of copyrighted material, nor do Contest Sponsors recognize allowance for use of licensed materials created or owned by a third party.
- c. Contest Sponsors reserve the right to disqualify, at their sole and absolute discretion, any submission that does not adhere to these criteria and to the intent and substance of these Official Contest Rules.
- d. In the event of any question or difference of views regarding compliance with, interpretation, or application of these content requirements or other provisions of these Official Contest Rules, Contest Sponsors reserve the exclusive right to resolve such questions or differences of views in their sole discretion.
- e. By submitting a photograph to the contest, the contestant affirms that he or she has obtained written consent from all individuals whose image or likeness appears in the photograph (or from the individuals' parent/legal guardian if any such individuals are considered a minor in their country of residence), and that he or she has obtained the necessary rights, licenses, consents, and permissions to use all material such as music, images, text and other content in the submission. The contestant further affirms that he or she is prepared to provide reliable documentation of any and all such consents, licenses, etc., upon request. Failure to obtain such rights, license consents, and permissions may result in the disqualification of the photo submission at the Contest Sponsors' sole and absolute discretion.

f. Technical Format Requirements

Photo submissions must be in the format of an Instagram posting. Submissions should not have any visible watermarks, signatures, or personally identifiable information.

Eligibility

- a. Contestants must be at least 13 years old on the date of entry into the contest. Parental or legal guardian consent is required for individuals under the age of 18. Contestants must be residents of Ukraine and may not be U.S. citizens or lawful permanent residents.
- b. The individual submitting the entry will be considered the contestant and will be the only individual eligible to compete for the prize. Organizations are not eligible to compete for the prize, either as an entity, or through representation by an individual. In order to be eligible for the prize, the contestant must provide complete and accurate information.
- c. The following individuals are not eligible to participate in the contest: Employees, interns, directors, and officers of the Contest Sponsors, Instagram, or the U.S. Government; or any employees, interns, directors, or officers of any agencies, companies or entities involved in the administration, advertising, judging, creation, development, execution, and/or fulfillment of this contest, and the immediate family members (defined as spouse, recognized partner, parent, child, sibling, and spouse or "step" of each) and those living in the same household of each such individual.
- d. Once a submission has been accepted for entry into the contest, the contestant's name (or User ID, if the contestant wishes to remain anonymous) and country may be publicly identified at the sole discretion of the contestant.

Selection of Winners

- a. All photos are subject to pre-screening by Contest Sponsors to ensure compliance with these Official Contest Rules. Any photos out of compliance will not be posted. Contest Sponsors reserve the right in their sole and absolute discretion to verify in the final analysis whether a potential finalist or potential winning photo submission has fully complied with these Official Contest Rules before posting to the contest site, awarding prize, recognizing a winner, etc.
- b. Judges: The contest jury is comprised of 3 Public Affairs Section Staff Members of the U.S. Embassy in Ukraine: the Public Affairs Officer, the Information Officer, and the Assistant Information Officer.
- c. Judging Criteria: Photos will be judged for their adherence to the Contest theme of "America Days in Vinnytsia" and for their composition. The top three submissions (by three separate Contest entrants) will be designated the 3 winners.
- d. **Winners:** Each winner and/or finalist will be required to sign and return to Contest Sponsors a statement of eligibility and liability/publicity release, and provide a short bio

(where applicable), and a brief statement about the submission; otherwise the winner and/or finalist will be ineligible for any prize. Winners and finalists may choose to use an alias instead of their real name and may request other identifying information be kept private.

- e. Potential winners will be notified via posting of their photo with their Instagram username on the official Instagram account of the U.S. Embassy in Ukraine on May 6, 2015.
- f. Potential winners will be contacted via the Embassy's Instagram account with a request to claim their prizes. If a potential winner does not contact the Embassy within 3 days, this may result in their disqualification and/or selection of an alternate winner from among all remaining eligible submissions.

Prize(s)

- a) There are three prizes for this competition. First prize is a U.S. Embassy hat, a U.S. Embassy t-shirt and an America House mug. Second prize is a U.S. Embassy hat and an America House mug. Third prize is an America House mug.
- b) Winning photographs may be displayed on the U.S. Embassy in Ukraine's website, social media properties and/or in the Embassy itself.
- c) Winners have to confirm the acceptance of the prize in an email reply within three calendar days. If the acceptance is not confirmed by the required date, the Contest Sponsors reserve the right to select an alternate winner. Each winner must provide a valid physical mailing address where a prize, if any, is to be shipped. Contest Sponsors are not responsible for any problems related to the shipping of any prize, including, but not limited to, theft, delay, damage, or destruction/accidental loss by the shipping carrier.
- d) Any unused portion of the prize is not transferable, convertible, or exchangeable and cannot be taken as cash. All taxes on or in connection with any prize, and the reporting consequences thereof, are the sole and exclusive responsibility of the winner.

Liability and Rights

- a. Contest Sponsors do not endorse any submissions or messages expressed therein, and Contest Sponsors expressly disclaim any and all liability in connection with the submitted photos including disputes between collaborators related to a submission.
- b. The contest and its sponsors do not permit copyright infringing activities or infringement of any other intellectual property rights, and Contest Sponsors reserve the

right to remove and disqualify any submission they deem to be in violation of another party's copyright or other intellectual property rights.

- c. Contestants retain sole ownership of their original work. The submission remains the intellectual property of the contestant, and the Contest Sponsors and U.S. Government make no claim of copyright as to the work of any individual who enters the contest. Contestant specifically agrees to give the Contest Sponsors permission to use all content submitted for purposes of judging the contest. Finalists and/or winners will be required to grant Contest Sponsors, with proper attribution through whatever means they deem appropriate, a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, and/or display the submission in any media formats and through any media channels in perpetuity in connection with the activities and operations of the contest.
- d. Contestant assumes sole responsibility for the contest submission and the material contained in it, and for any consequences of submitting or posting it.
- e. Contest Sponsors reserve the right at any time to verify the validity of entries and of contestants and to disqualify any contestant or entry deemed not in compliance with these Official Contest Rules. Contest Sponsors also reserve the right to request further documentation, at their sole and absolute discretion, to verify eligibility and compliance with these Official Contest Rules.
- f. If a prize or any portion thereof is unavailable, Contest Sponsors, in their sole discretion, reserve the right to substitute the prize with another prize of equal or greater value and/or specification.
- g. Contest Sponsors reserve the right, at any time and in their sole discretion, to disqualify and/or deem ineligible any individual who they reasonably believe (i) has violated the Official Contest Rules; (ii) has violated the terms of use of platform, or (iii) is acting in a bad faith, or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- h. Contest Sponsors reserve the right to modify, suspend, terminate or cancel the contest at their discretion for any reason.
- i. Contestant agrees to indemnify and hold harmless Contest Sponsors, their parent, subsidiary and affiliated companies, officers, directors, employees, interns, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debts, and expenses (including but not limited to attorney's fees) arising from (i) violation of these Official Contest Rules; (ii) violation of any third party right, including without limitation any copyright, trademark, intellectual property, privacy, publicity, or other proprietary right in connection with the contest; or (iii) any claim that a contest submission caused any harm, including financial, to any third party. These

indemnification and hold harmless obligations will survive indefinitely beyond the conclusion of the contest.

- j. The conduct, judging, and awarding of prizes will be carried out in full compliance with applicable U.S. law and host country law. In the event of a conflict between U.S. law and host country law, U.S. law shall apply.
- k. Contest Sponsors and the U.S. Government will take reasonable measures to protect privacy data, personally identifiable information, and other sensitive data of contestants. Contact information provided by contestants may be stored by the U.S. Embassy in Ukraine and may be used to contact contestants for other purposes in the future. This information may be shared with the co-sponsor of the contest and/or made available to third parties to the extent permitted by law.
- l. Contest Sponsors assume no liability or responsibility for any loss or harm resulting from any user's participation in or attempt to participate in the contest or ability or inability to upload, download, or otherwise access any information in connection with participating in the contest. Contest Sponsors assume no responsibility or liability for technical problems, or technical malfunctions arising in connection with the operation of the contest, including: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the contest site in whole or in part for any reason; traffic congestion on the Internet or the contest site; unauthorized human or non-human intervention in the operation of the contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the contest.
- m. Use of contest site is at user's own risk. Contest Sponsors are not responsible for any personal injury, property damage, or losses of any kind which may be sustained to computer equipment resulting from participation in the contest, use of the contest site or the downloading of information from the contest site. By participating in the contest, the contestant releases Contest Sponsors from any and all claims arising from or relating to such contestant's participation in the contest, whether directly or indirectly.
- n. Contest Sponsors are not liable in the event that any portion of the contest is cancelled or delayed due to weather, fire, strike, acts of war or terrorism, or any other reason.